

Domain Name Purchase Agreement

This Domain Name Purchase Agreement ("Agreement") is entered into between Digital Equity LLC ("Purchaser") and Jacklyn Wilferd ("Seller"), (each a "Party" and collectively the "Parties").

WHEREAS, Seller is the legal owner of the World Wide Web domain name "Wines.com" (the "Domain Name"); and

WHEREAS, Purchaser wishes to purchase the Domain Name and all related rights thereto;

THEREFORE, the Parties agree as follows:

1. Purchase. Seller hereby transfers and assigns to Purchaser:

- (a) all right, title and interest in and to the Domain Name;
- (b) any registered or unregistered trademarks, service marks, copyrights or other intellectual property or proprietary rights associated with and/or related to the Domain Name; and
- (c) the Website associated with the Domain Name, including but not limited to all of its traffic, content, pages, copyrights, and hosting, and all goodwill associated with the Domain Name.

2. Payment. As consideration for the matters set forth in Section 1, Purchaser agrees to pay the sum of \$50,000 (fifty thousand US dollars) when the Domain Name has been fully transferred on the books and records of the domain name registrar, pursuant to Section 3 hereof.

3. Transfer of the Domain Name. The Domain Name is registered with Network Solutions ("Registrar"). Seller shall provide Purchaser with a password. This enables Purchaser to modify the registration information as desired, transfer the Domain Name to a different Registrar, and/or to change password/username to take full control of the Domain Name. Seller will take the necessary actions required to ensure that the Domain Name is validly transferred to Purchaser.

4. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser as follows:

(a) Seller is the sole owner of all right, title and interest to the Domain Name.

(b) The Domain Name is being transferred to Purchaser free of any liens, encumbrances, restrictions, licenses, or security interests.

(c) Seller has the right, power and authority to enter into this Agreement.

KD

PURCHASER INITIAL

JLW

SELLER INITIAL

PAGE 1 OF 2

(d) To Seller's best knowledge, the Domain Name and use of the Domain Name by Purchaser does not and will not violate or infringe any trademark, service mark or other right of any third party.

(e) The Domain Name has not been, and is not currently, the subject of any litigation, claims, arbitration or other legal proceeding nor has the Seller received any notice of any such pending items.

5. Representations and Warranties of Purchaser. Purchaser makes no representations, warranties, guarantees, or obligations of any kind whatsoever to Seller.

6. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of laws or principles. Any legal actions concerning disputes arising out of this Agreement shall be brought solely in the State of Georgia. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

7. Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding between the Parties hereto with respect to the subject matter herein and supersedes any prior or contemporaneous oral or written agreements, representations, discussions, proposals, understandings, and the like respecting the subject matter hereof. This Agreement cannot be changed, modified, amended, or supplemented in any way, shape or form whatsoever, without exception, including in writing or orally.

8. Confidentiality. Seller acknowledges and agrees that all of the information in this Agreement is strictly confidential and that Seller may not disclose any portion of it in any way, shape, or form to anyone under any circumstances whatsoever.

WHEREFORE, the Parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

PURCHASER:

Khuram Dhanani, Member, Digital Equity LLC

Name

Khuram Dhanani

Signature

07/15/2018

Date

SELLER:

Jacklyn L. Wilferd, Ph.d.

Name

Jacklyn L. Wilferd, Ph.D.

Signature

07/15/2018

Date



TITLE	Domain Name Purchase Agreement
FILE NAME	Domain-Name-Purchase-Agreement.pdf
DOCUMENT ID	5efd3a26793a393a1142a2a213e52bd1feb42b6c
STATUS	● Completed

Document History

**07/15/2018**
17:12:15 UTCSent for signature to Digital Equity LLC
(khuram16@gmail.com) and Jacklyn Wilferd (jackie@wines.com)
from khuramdhhanani@gmail.com
IP: 68.117.221.52**07/15/2018**
17:19:39 UTCViewed by Digital Equity LLC (khuram16@gmail.com)
IP: 68.117.221.52**07/15/2018**
18:53:00 UTCViewed by Jacklyn Wilferd (jackie@wines.com)
IP: 73.170.130.10**07/15/2018**
19:17:47 UTCSigned by Jacklyn Wilferd (jackie@wines.com)
IP: 73.170.130.10**07/15/2018**
19:26:17 UTCSigned by Digital Equity LLC (khuram16@gmail.com)
IP: 68.117.221.52**07/15/2018**
19:26:17 UTC

The document has been completed.

Profit Sharing Agreement

This Profit Sharing Agreement ("PS Agreement") is entered into between Digital Equity LLC ("Company") and Jacklyn Wilferd ("Individual"), (each a "Party" and collectively the "Parties"). The Parties agree as follows:

1. Profit Sharing. Starting on the Date that this PS Agreement is signed, Company agrees to share with Individual 50% (fifty percent) of net profits after expenses that are generated by Company directly from product sales, advertising sales, accessory sales, affiliate sales, ticket sales, tour sales and commision sales.
2. Payout Schedule. The profits shall be paid out on a monthly basis. The payment may be in the form of Check, ACH Transfer, or Wire Transfer. The payment shall be made on the last day of each calendar month, either on the 30th or the 31st, depending on the month.
3. Contribution. Individual will contribute in the form of writing new articles, new content, sharing knowledge, and overall expertise.
4. Information. Company will provide Individual access to financial information upon request, including revenue, sales, expenses, screenshots, and profits.
5. Representations and Warranties of Company. Company makes no guarantees, representations or warranties to Individual of any kind whatsoever, including but not limited to potential revenue/profits, operations, performance, financial outcome, and/or results of any kind.
6. Independent Contractor. The Parties agree that the Parties shall be considered independent contractors and not agents, shareholders, or employees of the other Party.
7. Company Acquisition. In the event that Company is acquired, Individual will be entitled to 25% (twenty five percent) of the stock sale value and this PS Agreement will be terminated.
8. Successors and Assigns. This PS Agreement shall inure to the benefit of the Individual, as well as Individual's respective representatives, successors, permitted assigns, heirs and estates. This PS Agreement is not binding upon Company's respective representatives, successors, permitted assigns, heirs and estates.
9. Entire Agreement. This PS Agreement constitutes and contains the entire agreement and understanding between the Parties hereto with respect to the subject matter herein and supersedes any prior or contemporaneous oral or written agreements, representations, discussions, proposals, understandings, and the like respecting the subject matter hereof. This PS Agreement cannot be changed, modified, amended, or supplemented in any way, shape or form whatsoever, without exception, including in writing or orally.

KD

COMPANY INITIAL

JLW

INDIVIDUAL INITIAL

PAGE 1 OF 2

10. Governing Law. This PS Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of laws or principles. Any legal actions concerning disputes arising out of this PS Agreement shall be brought solely in the State of Georgia. If any of the provisions of this PS Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the PS Agreement as a whole.

11. Confidentiality. Individual acknowledges and agrees that all of the information in this PS Agreement is strictly confidential and that Individual may not disclose any portion of it in any way, shape, or form to anyone under any circumstances whatsoever.

WHEREFORE, the parties acknowledge that they have read and understand this PS Agreement and voluntarily accept the duties and obligations set forth herein.

COMPANY:

Khuram Dhanani, Member, Digital Equity LLC

Name

Khuram Dhanani

Signature

07/15/2018

Date

INDIVIDUAL:

Jacklyn L. Wilferd, Ph.D.

Name

Jacklyn L. Wilferd, Ph.D.

Signature

07/15/2018

Date



TITLE	Profit Sharing Agreement
FILE NAME	Profit-Sharing-Agreement.pdf
DOCUMENT ID	55f6ae9860d15ac6b9f306c4d8653c6272c18396
STATUS	● Completed

Document History



SENT **07/15/2018** Sent for signature to Digital Equity LLC
 17:15:23 UTC (khuram16@gmail.com) and Jacklyn Wilferd (jackie@wines.com)
 from khuramdhhanani@gmail.com
 IP: 68.117.221.52



VIEWED **07/15/2018** Viewed by Digital Equity LLC (khuram16@gmail.com)
 17:23:40 UTC IP: 68.117.221.52



VIEWED **07/15/2018** Viewed by Jacklyn Wilferd (jackie@wines.com)
 18:56:14 UTC IP: 73.170.130.10



SIGNED **07/15/2018** Signed by Jacklyn Wilferd (jackie@wines.com)
 19:16:19 UTC IP: 73.170.130.10



SIGNED **07/15/2018** Signed by Digital Equity LLC (khuram16@gmail.com)
 19:26:18 UTC IP: 68.117.221.52



COMPLETED **07/15/2018** The document has been completed.
 19:26:18 UTC